

Nov 18 2 25 PM '98

CERTIFICATE OF TRUST AGREEMENTBK 79 PG 329  
W.F. DAVIS CH. CLK.

This certificate is filed in accordance with Mississippi Code Annotated Section 91-9-7.

The undersigned, WILLIAM E. RENTROP and MARY B. RENTROP, TRUSTEES OF THE WILLIAM E. RENTROP REVOCABLE TRUST DATED AUGUST 28, 1998, DO HEREBY CERTIFY as follows:

1. The name of Trust is WILLIAM E. RENTROP REVOCABLE TRUST DATED AUGUST 28, 1998.
2. The street and mailing address of the office and the name and street and mailing address of the trustee is:

WILLIAM E. RENTROP  
1873 Pheasant Acre Lane East  
Cordova, TN 38018

MARY B. RENTROP  
1873 Pheasant Acre Lane East  
Cordova, TN 38018

3. The name and street and mailing address of the grantor is:

WILLIAM E. RENTROP  
1873 Pheasant Acre Lane East  
Cordova, TN 38018

4. All interests in real estate owned by the trust are described in the attached Schedule 1.
5. The anticipated date of termination of the trust is December 31, 2060.
6. General powers granted to the trustee include the following:

(a) To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the Trustee, including partnership interests (whether general, special, or limited), even though the Trustee could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;

(b) To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property;

(c) To borrow money at interest rates then prevailing from any individual, bank or other source, irrespective of whether any such individual or bank is then acting as Trustee, and to create security interests in the trust property by mortgage, pledge, or otherwise; provided, it is my desire that the Trustee only borrow money in extraordinary circumstances and under no condition for the purpose of entering into speculative investments;

(d) To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, shares of regulated investment companies,

currencies, partnership interests (whether general, special, or limited), or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by trustees;

(e) To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts, without liability for, or obligation to make compensating adjustments by reason of, disproportionate allocations of unrealized gain for federal income tax purposes; and to determine the value of any property so allocated, divided, or distributed;

(f) To exercise in person or by general or limited proxy all voting and other rights, powers and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;

(g) To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the Trustee, in the name of a nominee, or in unregistered form;

(h) To pay all expenses incurred in the administration of the trust, including reasonable compensation to any trustee, and to employ or appoint and pay reasonable compensation to accountants, depositaries, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

(i) To deal with the fiduciary or fiduciaries of any other trust or estate, even though the Trustee is also the fiduciary or beneficiary or one of the fiduciaries or beneficiaries of the other trust or estate;

(j) To compromise or abandon any claim in favor of or against the trust;

(k) To lend money to the executor of my estate and to purchase property from the executor of either estate and retain it for any period of time without limitation, and without liability for loss or depreciation in value, notwithstanding any risk, unproductivity, or lack of diversification;

(l) To commingle for investment purposes the property of the trust with the property of any other trust held hereunder allocating to each trust an undivided interest in the commingled property;

(m) To receive any property, real or personal, to be added to the trust, from me in any event (and, if the trustee consents in writing, from any other person) by lifetime or testamentary transfer or otherwise;

(n) To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability;

(o) To perform all other acts necessary for the proper management, investment, and distribution of the trust property;

(p) To retain any farm property, even though that property may constitute all or a large portion of the trust principal, and to acquire other farm property; to engage in farm operations and the production, harvesting, and marketing of farm products, including livestock breeding and feeding, poultry farming, and dairy farming, whether by operating directly with hired labor, by retaining farm managers or management agencies (including any such agency which is in any way affiliated with the corporate trustee), or by renting on shares or for cash; to enter into farm

programs; to purchase or rent farm machinery and equipment; to purchase livestock, poultry, fertilizer, seed, and feed; to improve the farm property and to repair, improve, and construct farm buildings, fences, irrigation systems and drainage facilities; to develop, lease, or otherwise dispose of any mineral, oil, or gas property or rights; to borrow money for any of the purposes described in this subparagraph; and in general to do all things customary or desirable in farm operations;

(q) To use and expend the trust income and principal to (i) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, cleanup or remove any environmental hazard, including a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) institute legal proceedings concerning environmental hazards or contest or settle legal proceedings brought by any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (v) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by the trustee under this paragraph may be charged against income or principal as the trustee shall determine;

(r) To disclaim, in whole or in part, any interests in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state or local environmental law;

(s) To receive any property, real or personal, to be added to the trust from any person in any event by lifetime or testamentary transfer or otherwise; provided, however, that the trustee, in its sole discretion, may require, as a prerequisite to accepting property, that the donating party provide evidence satisfactory to the trustee that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances;

(t) To take any other appropriate actions to prevent, identify, or respond to actual or threatened violations of any environmental law or regulation thereunder;

(u) To buy policies of life insurance and/or annuities on the life of or for the benefit of any trust beneficiaries. The Trustee is authorized, in the Trustee's discretion to hold and pay for the same from the assets of the trust estate, as an investment and asset of the trust and with respect to the policies of life insurance held as part of the trust estate to have the following powers, duties and discretions:

(1) The Trustee may pay premiums, assessments or other charges with respect to such policies, together with all other charges upon such policies, as otherwise required to preserve them as binding contracts, but the Trustee shall be under no duty to do so;

(2) In the event that the Trustee intends not to pay any premium, assessment or other charges with respect to any policy held by the Trustee, or otherwise intends to cancel, concert or substantially modify any such policy, the Trustee shall first give the insured, or the legal representative of the person of any insured under disability, at least fifteen (15) days' advance written notice of the Trustee's intention to take such action;

(3) Any amounts received as a dividend by the Trustee with respect to any policy shall be treated as principal;

(4) Upon the receipt of proof of death of any person whose life is insured, for the benefit of any trust hereunder, or upon maturity of any policy payable to a Trustee, prior to the death of the insured, the Trustee shall

collect all sums payable with respect thereto and shall thereafter hold such sums as principal of the respective trust estate. However, any interest paid by the insurer for a period subsequent to maturity shall be considered as income;

(5) The Trustee may accept any payments due the Trustee under any settlement arrangement, made before or after the death of the insured, and may exercise any rights available to the Trustee, under such arrangement. The Trustee may compromise, arbitrate, or otherwise adjust claims upon any policies. The Trustee may, but shall not be required to, exercise any settlement options available under such policies. The receipt of the Trustee to the insurer shall be full discharge, and the insurer is not required to see to the application of the proceeds.

The powers granted shall be in addition to those powers contained in Mississippi Code Annotated Sections 91-9-101 through 91-9-109 (1972), which is incorporated herein by reference in its entirety, and as amended from time to time, and may be exercised even after termination of all trusts hereunder until actual distribution of all trust principal, but not beyond the period permitted by any applicable rule of law relating to perpetuities.

7. To the extent that such requirements can legally be waived, no trustee hereunder shall ever be required to give bond or security as trustee, or to qualify before, be appointed by, or account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument.
8. The trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. No person paying money or delivering property to any trustee hereunder shall be required or privileged to see to its application. The certificate of the trustee that the trustee is acting in compliance with this instrument shall fully protect all persons dealing with a trustee.
9. The trust and all dispositions thereunder shall be governed by and interpreted in accordance with the laws of the State of Mississippi.
10. Either Trustee may execute any instrument related to this trust without consent of the other Trustee, including signature to any checking, savings or investment account.
11. If the Trustor shall become unable or unwilling to serve as Co-Trustee, FIRST TENNESSEE BANK NATIONAL ASSOCIATION is appointed to serve as Co-Trustee with Trustor's wife or as sole Trustee if his wife shall be or become unable or unwilling to serve as Co-Trustee. If Trustor's wife shall be or become unable or unwilling to serve as Trustee and Trustor is able or willing to serve as trustee, Trustor shall continue to serve as sole Trustee, and if Trustor shall be or become unable or unwilling to serve as Trustee, FIRST TENNESSEE BANK NATIONAL ASSOCIATION shall serve as sole Trustee of the trusts. After Trustor's death, his wife shall, at any time, have the right to remove a trustee and appoint a successor trustee; provided, however she shall not appoint herself as trustee and she must appoint as trustee a bank or trust company with at least \$50,000,000 under trust management.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate as the 18th day of September, 1998.

William E. Rentrop  
WILLIAM E. RENTROP, Trustor and Trustee

Mary B. Rentrop  
MARY B. RENTROP, Trustee

STATE OF TENNESSEE  
COUNTY OF SHELBY

On this the 18<sup>th</sup> day of September, 1998, before me personally appeared WILLIAM E. RENTROP to me known (or proved to me on the basis of satisfactory evidence) to be the person described in, and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

WITNESS my hand and seal at office, this the day and year above written.

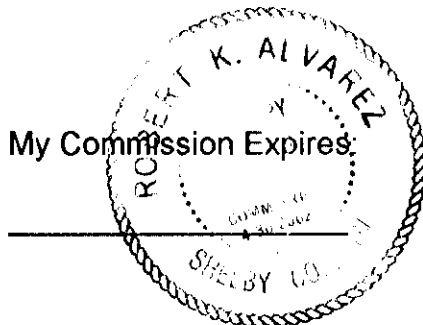


Robert K. Alvarez  
Notary Public

STATE OF TENNESSEE  
COUNTY OF SHELBY

On this the 18<sup>th</sup> day of September, 1998, before me personally appeared MARY B. RENTROP to me known (or proved to me on the basis of satisfactory evidence) to be the person described in, and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

WITNESS my hand and seal at office, this the day and year above written.



Robert K. Alvarez  
Notary Public

This Instrument Prepared By  
and Return To:  
Robert K. Alvarez, Atty.  
5400 Poplar, Suite 100  
Memphis, TN 38119  
(901) 683-3526

**SCHEDULE 1**

Being located in part of the NWQ of the SEQ; part of the SWQ of the SEQ; being the SEQ of the SEQ and NEQ of the SEQ, described as:

The East 146.5 acres of the South Half of Section 8, Township 3, Range 5 West and being the same land conveyed by J.P. Turner, et ux to Walter P. Armstrong, et ux as shown by deed of record in Deed Book 49, page 157. Being the same property conveyed to the Grantors in Deed Book 311, Page 228 of the Land Records of DeSoto County, Mississippi to which reference is made.